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GREER V. HALE AND OTHERS.—Decided at Richmond, January 20, 1898.—*Harrison, J.* Absent, *Cardwell, J.*:

1. USURY—*Relief against judgment by default—Measure of relief.* Notwithstanding the change in the statute declaring that usurious contracts shall be deemed to be for an illegal consideration, instead of void as formerly, a court of equity will relieve against a judgment by default on a usurious contract, and the measure of relief is that the lender can only recover the principal sum loaned or forborne, subject to the rule laid down in *Munford v. McVeigh* touching the application of payments. The measure of relief is the same in all cases involving the charge of usury, whether at law or in equity, no matter in what way the question is presented, if the usury be established.

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FRANK AND OTHERS V. PEOPLES NATIONAL BANK AND OTHERS.—Decided at Richmond, January 20, 1898.—*Keith, P.* Absent, *Cardwell, J.*:

1. EXECUTIONS—*Sequestration of profits—Sale—Appeals—Discretion.* Where a trust fund has been created the annual interest or income from which is directed to be paid to an execution debtor, it is not error for a court of equity to sequester such interest or income, and direct its payment to the execution creditors instead of directing a sale of the interest of the debtor. This does exact justice to all concerned. Courts of equity have a discretion in such cases which will not be reviewed or reversed except for error appearing on the face of the record.

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GILMAN AND OTHERS V. RYAN AND OTHERS.—Decided at Richmond, January 20, 1898.—*Buchanan, J.* Absent, *Cardwell, J.*:

1. APPEALS—*Amount in controversy—Several claims each less than \$500.* Where the jurisdiction of this court is fixed by the amount in controversy, and the claim of each of several complainants is less than \$500, and the decision of the trial court is adverse to the claim, this court has no jurisdiction of the appeal, and if awarded it will be dismissed.

2. MECHANIC'S LIEN—*Account—Sufficiency of—Entire contract—Case at bar.* The filing of the account as required by statute is the initial and one of the most important steps in the establishment of a mechanic's lien. Unless the work done or materials furnished are contracted for as an entirety, and it is so set out in the account filed, the account must set out substantially the amount of work done and materials furnished, and the prices charged therefor. In the case at bar these requisites have not been complied with. An account which simply charges "for materials furnished and work done" in plastering certain enumerated houses, or in granolithic work at those houses, or for furnishing and hauling sand and hauling bricks for the construction of those houses, is not sufficient.

3. MECHANIC'S LIEN—*Separate contracts for several houses—Account claiming aggregate price on all.* Where a contract has been made which estimates or fixes the price of materials furnished and work done upon each of two or more buildings on disconnected lots, an account which claims the aggregate price as a lien upon all of the lots is not a substantial compliance with the statute.

4. MECHANIC'S LIEN—*Hauling sand and bricks—What account must show.* In the absence of an entire contract, an account for furnishing and hauling sand, and